

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED	
		<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)				6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY				CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
CODE	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM SUPPLIES OR SERVICES
NUMBER

Time and Materials Line Items:

0001 The contractor shall provide routine and emergency maintenance (Task No. 1) and supplemental adaptive work as required (Task No. 2) in accordance with the Statement of Work, Attachment No. 1. This task may require the following types of direct labor:

		Maximum Hours	Hourly Rate	Maximum Not to Exceed
0001AA	Electrical/Mechanical Engineer No. 1	2080	\$	\$
0001AB	Electrical/Mechanical Engineer No. 2	2080	\$	\$
0001AC	Electrical/Mechanical Engineer No. 3	2080	\$	\$
0001AD	Electrical/Mechanical Engineer No. 4	2080	\$	\$
0001AE	Electrical/ Mechanical Engineer No. 5	2080	\$	\$
0001AF	Equipment Operator	1040	\$	\$

MAXIMUM NOT TO EXCEED FOR CLIN 0001:

\$

0002 Materials in Support of CLIN 0001

NOT TO EXCEED: \$35,000

Firm Fixed Price Line Item:

		Qty	Unit	Unit Price	AMOUNT
0003	The Contractor shall manufacture and install a receive tower (Task No. 3) in accordance with the Statement of Work, Attachment No. 1.	1	LOT	\$	\$
0004	Reports and Data in Accordance with the Contracts Data Requirements List, Exhibit A.	1	LOT	**NSP	**NSP

TOTAL NOT TO EXCEED
(CLINS 0001 through 0004)

\$

*CONTRACT LINE ITEM NUMBER

** NOT SEPARATELY PRICED

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work under this contract shall be performed in accordance with Attachment (1), Statement of Work, with Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 30 July 2004, which is hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>

SECTION D

PACKAGING AND MARKING

D-1 Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E

INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
--------------------------	---------------------

52.246-4	- Inspection Of Services - Fixed Price (AUG 1996) (CLIN 0004)
52.246-6	- Inspection - Time-And-Material And Labor-Hour (MAY 2001) (CLINS 0001-0003)
52.246-16	- Responsibility For Supplies (APR 1984)

<u>DFARS CLAUSE</u>	<u>TITLE</u>
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252.246-7000	- Material Inspection And Receiving Report (MAR 2003)
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E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM), or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Chesapeake Bay Section, Chesapeake Beach, Md. 20732.

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
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52.242-15	- Stop-Work Order (AUG 1989)
52.242-17	- Government Delay Of Work (APR 1984)
52.247-34	- F.O.B. Destination (NOV 1991)

F-2 DELIVERIES OR PERFORMANCE

(a) The period of performance under this contract for CLINS 0001 and 0002 shall be from the date of contract award through one year thereafter. The period of performance under this contract for CLIN 0003 shall be from the date of contract award through 8 months thereafter.

(b) The principal place of performance of this contract shall be at the Naval Research Laboratory, Chesapeake Bay Section, 5813 Bayside Road, Chesapeake Beach, Md. 20732

F-3 PLACE OF DELIVERY - FOB DESTINATION

The contractor shall deliver supplies, all transportation charges paid, to destination in accordance with the clause in Section F of the Schedule titled FAR 52.247-34 FOB Destination (NOV 1991).

Receiving Officer

Naval Research Laboratory
Chesapeake Bay Section
5813 Bayside Road
Chesapeake Beach Md. 20732
301-257-4002

Contract Number: *
ATTN: *
CODE: *
LOCATION: *

(* To be filled in at time of award.)

SECTION G CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Security Matters- Contracting Officer for Security, Code 1221, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

Safety Matters- Head, Safety Branch, Code 3540, (202)767-2232, DSN 297-2232, , email safety@nrl.navy.mil

Patent Matters- Associate Counsel (Intellectual Property), Code 1008.2, (202)404-1552, DSN 297-1552, email patents@nrl.navy.mil

Release of Data- Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email publicaffairs@nrl.navy.mil

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be filled in at time of award)

G-3 CONTRACT CEILING PRICE

(a) The amount of \$ * is presently available for payment and allotted to this contract. This amount is the ceiling price that the contractor shall not exceed except at its own risk. It is estimated that this amount is sufficient for performance of the contract through *.

(b) The not-to-exceed price stated in Section B is the Government's estimate of the price of the maximum labor and materials required to perform this contract. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full not-to-exceed amount or to a lesser amount necessary to perform the contract.

(c) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract regardless of anything to the contrary in any other clause or provision of this contract.

(d) The Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work under the contract will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate the total amount then allotted to the contract. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance through the current period of performance or to a mutually agreed upon substitute date. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer, upon the Contractor's written request, will terminate the contract on that date in accordance with the provisions of the Termination clause of this contract.

(e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or in the period of performance, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract.

(g) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to other clause or provisions of this contract.

(* To be filled in at time of award)

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

H-3 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

(*To be filled in at time of award)

*Labor Category	First/M/Last Name

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I-1 FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE TITLE

- 52.202-1 - Definitions (JUL 2004)
- 52.203-3 - Gratuities (APR 1984)
- 52.203-5 - Covenant Against Contingent Fees (APR 1984)
- 52.203-6 - Restrictions On Subcontractor Sales To The Government (JUL 1995)
- 52.203-7 - Anti-Kickback Procedures (JUL 1995)
- 52.203-8 - Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
- 52.203-10 - Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
- 52.203-12 - Limitation On Payments To Influence Certain Federal Transactions (JUN 2003)
- 52.204-4 - Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
- 52.209-6 - Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JAN 2005)
- 52.211-6 - Brand Name Or Equal (AUG 1999)
- 52.211-15 - Defense Priority And Allocation Requirements (SEP 1990)
- 52.215-2 - Audit And Records-Negotiation (JUN 1999)
- 52.215-8 - Order Of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-14 - Integrity Of Unit Prices (OCT 1997)
- 52.215-15 - Pension Adjustments And Asset Reversions (OCT 2004)
- 52.215-17 - Waiver Of Facilities Capital Cost Of Money(OCT 1997) (*will be included if the successful offeror does not propose facilities capital cost of money*)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data -Modifications (OCT 1997)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (OCT 2004) ☐ Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (JUN 2004)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (APR 2002)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-39 - Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (DEC 2004)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (DEC 2003)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)

- 52.227-3 - Patent Indemnity (APR 1984)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (APR 2003)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-1 - Payments (APR 1984) – (CLIN 0004)
- 52.232-7 - Payments Under Time-And-Materials And Labor-Hour Contracts (DEC 2002)
(CLINS 0001 and 0002)
- 52.232-8 - Discounts For Prompt Payment (FEB 2002)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (OCT 2003)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987) Alternate II (APR 1984)
(CLIN 0003)
- 52.243-3 - Changes--Time-And-Materials Or Labor-Hours (SEP 2000)
(CLINS 0001 and 0002)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (DEC 2004)
- 52.245-1 - Property Records (APR 1984)
- 52.245-4 - Government-Furnished Property (Short Form) (JUN 2003)
- 52.245-9 - Use And Charges (APR 1984)(DEVIATION)
- 52.245-17 - Special Tooling (DEC 1989)(DEVIATION)
- 52.245-18 - Special Test Equipment (FEB 1993)
- 52.245-19 - Government Property Furnished "As Is" (APR 1984)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-4 - Termination For Convenience Of The Government (Services) (Short Form) (APR 1984) (CLIN 0003)
- 52.249-6 - Termination (Cost - Reimbursement) (MAY 2004) Alternate IV (SEP 1996)
(CLINS 0001 and-0002)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2004)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A (NOV 2003)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.211-7003 - Item Identification And Valuation (JAN 2004)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7012 - Preference For Certain Domestic Commodities (JUN 2004)
- 252.225-7014 - Preference For Domestic Specialty Metals (APR 2003)

- 252.225-7021 - Trade Agreements (JAN 2005)
- 252.225-7025 - Restriction On Acquisition Of Forgings (APR 2003)
- 252.225-7031 - Secondary Arab Boycott Of Israel (APR 2003)
- 252.227-7000 - Non-Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data--Noncommercial Items (NOV 1995)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission Of Payment Requests (JAN 2004)
- 252.232-7006 - Alternate A (DEC 2003)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (DEC 2000)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000) *(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)*

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the

Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

J-1 Attachment (1) - Statement of Work – 4 pages, with Exhibit A - DD Form 1423, Contract Data Requirements – 1 Page.

J-2 Attachment (2) - Accounting and Appropriation Data. 1 page. *

(To be included at time of award)*

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS

AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep sandcerts.htm>

Use Representations and Certifications: A

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is 541330

The small business size standard is \$4,000,000.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L-1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

- | | | |
|-----------|---|--|
| 52.204-6 | - | Data Universal Numbering System (DUNS) Number (OCT 2003) |
| 52.204-7 | - | Central Contractor Registration (OCT 2003) |
| 52.204-8 | - | Annual Representations and Certifications (JAN 2005) |
| 52.214-34 | - | Submission Of Offers In The English Language (APR 1991) |
| 52.214-35 | - | Submission Of Offers In U.S. Currency (APR 1991) |
| 52.215-1 | - | Instructions To Offerors- Competitive Acquisition (JAN 2004) Alternate II (OCT 1997) |
| 52.215-5 | - | Facsimile Proposals (OCT 1997)
Paragraph (c) is completed as follows: (202) 767-5896 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to: kevin.king@nrl.navy.mil (primary) or jan.bays@nrl.navy.mil (alternate) in either Microsoft Word (version 97 or earlier) or pdf format. |
| 52.215-16 | - | Facilities Capital Cost Of Money (JUN 2003) |
| 52.237-1 | - | Site Visit (APR 1984) |

DFAR CLAUSE TITLE

- | | | |
|--------------|---|--|
| 252.209-7001 | - | Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (MAR 1998) |
|--------------|---|--|

L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors-Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or overnight delivery services shall be addressed to:

Contracting Officer, ATTN: Code 3220.KK

Naval Research Laboratory (NRL)

4555 Overlook Avenue, S.W.

Washington, D.C. 20375

Solicitation/RFP No. N00173-05-R-KK04

Closing Date: 10 MAR 05 Time: 4:00 pm.

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115, between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm>

If facsimile proposals are authorized, contracting officers may request offeror(s) to provide the complete; original signed proposal at a later date.

L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below :

Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information could include published price lists, information on previous sales of the same or similar items, or the projected costs of fabricating and installing the item (material costs, labor costs, etc).

L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Material contract (CLINS 0001 and 0002) and a Firm Fixed Price Services contract (CLIN 0003) resulting from this solicitation.

L-6 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Receptionist Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of
Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date

Printed Name and Title

Signature

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-8 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-9 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-10 PROPOSAL ORGANIZATION

(1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).

(2) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-11 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES .

(1) The following information is required for evaluation of your technical/management proposal:

TECHNICAL CAPABILITY

The offeror must describe their ability to perform the Statement of Work in sufficient detail to demonstrate that the offeror has a clear understanding of the purposes and objectives of the Statement of Work and of the technical problems inherent in those objectives. The proposal should describe the offeror's ability to meet the objectives of the Statement of Work.

PAST PERFORMANCE INFORMATION

(a) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.) List the last 3 contracts or subcontracts completed by the offeror or predecessor companies during the past 3 years for services similar in nature to this requirement. Include in the 3 any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value

5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and telephone number

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

L-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. The supporting breakdown should include such elements as materials, direct labor, indirect cost. The offeror shall provide exhibits as necessary to substantiate the price.

L-14 SITE VISIT

- (a) A site visit will be held at the NRL Chesapeake Bay Detachment, 5813 Bayside Road, Chesapeake Beach, Md. on February 23, 2005 at 10:00 AM. Visitors should sign in at the gate and indicate that they are visiting the AMRFC site. The purpose of this site visit is to provide offerors with an opportunity to inspect the areas of the facility to be maintained, to provide offeror's with an explanation of NRL's requirements, and to provide an opportunity to submit written questions concerning the requirements of this Request for Proposal. Offerors shall be advised that (1) Remarks and explanations at the site visit shall not qualify the terms of the solicitation and (2) Terms of the solicitation and specifications shall remain unchanged unless the solicitation is amended in writing.

(b) Attendance at the site visit is urged and expected for participation in this Request for Proposal. Attendance at the site visit must be confirmed by telephone to Kevin M. King, contract specialist, at (202) 767-1495 not later than the close of business February 18, 2005.

(c) Each concern planning to send representatives to the site visit should limit the number of persons attending to no more than (2) persons per company.

**SECTION M
EVALUATION FACTORS FOR AWARD**

M-1 EVALUATION

(a) Non price factor(s):

- (1) Technical Proposals will be evaluated on the extent to which the proposal demonstrates compliance with the requirements of the RFP's Statement of Work.
- (2) Past Performance will be evaluated on the basis of the quality of the work performed, or supplies delivered and the timeliness of performance or delivery. The evaluation will be based on the information provided pursuant to Section L and other sources if available. A determination will be made as to whether the offeror's past performance is acceptable or unacceptable. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance

- (b) Award will be made to the responsible offeror proposing the lowest price that meets or exceeds the acceptability standards for non-price factors.

**STATEMENT OF WORK FOR MAINTENANCE AND MODIFICATION OF THE
MULTI-FUNCTION ELECTRONIC WARFARE (MFEW) FACILITY AND
INSTALLATION OF A SUPPORT STRUCTURE FOR A TRANSMITTER**

The Naval Research Laboratory (NRL) has a requirement for a contractor to perform three tasks in support of the Advanced Multi- Functioned RF- Concept Program. The objectives of these tasks are to 1) insure that the MFEW facility is maintained in normal working order 2) to meet the needs of the scientists by performing supplemental work from time to time to add or move antennas, add new cables and connections, mount new equipment or remove old equipment and 3) to provide a structure which will support a light weight transmitter. The contractor is required to have the ability to do field work, and a design and manufacturing capability.

The MFEW facility, located at NRL, Chesapeake Bay Section, Chesapeake Beach, Md., consists of 8 trailers and a power pallet, chiller and dry air system, which are all connected together both electrically and mechanically as shown in the two following figures:



Figure 1



Figure 2

The contractor shall perform the following tasks:

1. Routine and Emergency Maintenance: The MFEW facility has numerous mechanical and electrical connections and devices which interconnect the trailers and their internal hardware and the arrays with their utilities. Due to experimentation, weather, and use, these connections and devices may require various adjustments to suit present and or future operating conditions or component malfunctions. The contractor shall develop a comprehensive program to interact with NRL personnel, inspect these connections and devices periodically, and to order and install conversion or replacement parts as required. It is anticipated that up to 5 mechanical and/or electrical engineers would be required to support this task. These engineers would be expected to have experience in the welding, plumbing, electrical, and mechanical trades.

Materials required for this task would typically consist of, but not be limited to: aluminum, steel, re-enforced fiberglass plate or formed shapes

(channel, "I", etc.) and a host of utility support components for the chiller, air system, ac/heater units, etc. Occasionally, specialized equipment like that mentioned in section 2 below may be required to accomplish this task. This would also require the services of an equipment operator, to operate the crane, forklift, or aerial work platform as required. This operator must be licensed, and have prior experience in operating the equipment. As a performance standard, NRL requires a weekly visit and startup of all equipment covered under this contract. For emergency work, to minimize down time for the facility, a quick response team must be available, be located within a maximum travel distance from the facility of one hour have available equipment and have ample mechanics certified in multiple trades available on a 24/7 call basis. When called to correct a problem, NRL expects that the problem would be fixed or alleviated temporarily upon arrival of the quick response team. If a temporary solution is used, a permanent fix should be provided within 12 hrs. This standard will be measured by periodic inspection, noting mean time between failures and service related downtime for NRL personnel working at the site..

2. Supplemental Adaptive Work The scientists at the MFEW facility often require supplemental work to adapt the facility to meet their current research needs. This work could include, but not be limited to, adding or moving an antenna, adding new cable and connections, mounting new equipment, or removal and disassembly of part of the facility, in particular the face of the arrays and the radar absorbing material and the arrays. This work may require a 100' boom, an 85 ton crane, aerial work platforms, and considerable manpower (four-six men, as needed). These men shall have experience in the welding, plumbing, electrical, and mechanical trades as well as electrical manufacturing and assembly. This will require the services of an equipment operator, to operate the crane, forklift, or aerial work platform as required. This operator must be licensed, and have prior experience in operating the equipment. This type of effort (i.e. take down, modification and re-construction of major component(s)) must be coordinated with NRL personnel. This type of effort will probably occur three or four times over the next year.

3. Installation of a Receive Tower: The contractor shall manufacture and install a structure to support an existing small lightweight transmitter (5 pounds). This transmitter shall be mounted such that the receive unit (The right hand facing side of the array in Figure 1.) is located 30 ft from its surface facing it as shown in Figures 3. The installed location is over the cliff edge (30 ft. vertical drop) of the facility. The structure must provide a one man accessibility to the transmitter when deployed in fair weather.

The structure must be manufactured and installed such that it will not only support itself in high wind, rain, and snow and must also meet the rigidity requirements for calibration of the receive unit. These requirements are further defined in the paragraph below.

Offerors should assume that the structure is either 1) to be made of aluminum and will be covered with radar absorbing material or 2) the entire structure may be made of EXTREN¹ (extruded epoxy impregnated fiberglass) or other similar product. A structure with the minimum amount of metal forward of the receiver is preferred.

The rigidity requirements of the structure are determined by the allowable motion of the transmitter which at this moment is defined as 0.25" horizontally or vertically under adverse weather. The structural requirements are determined by those for a one man rating at the end in fair weather. A set of detailed drawings and an analysis to demonstrate that the proposed tower can withstand the required one man accessibility requirement must be submitted for approval within 6 months of contract award. by the COR in accordance with the Contract Data Requirements List, Exhibit A.

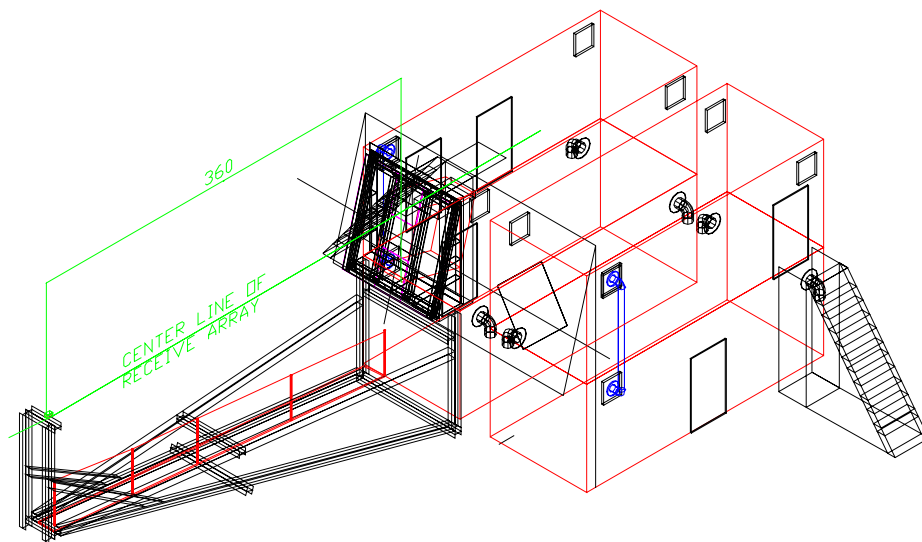


Figure 3

¹ EXTREN AS USED IN THIS DOCUMENT IS GENERIC. IT REFERS TO A PRODUCT FOUND ON THE INTERNET AND IS BEING USED TO DEFINE THE PERFORMANCE NRL REQUIRES FOR THIS SYSTEM. HOWEVER, THIS PROCUREMENT DOES NOT REQUIRE THE SPECIFIC USE OF THIS PRODUCT IN THAT OTHER COMPANIES MAY HAVE AS GOOD OR BETTER PRODUCTS WHICH ARE ACCEPTABLE.

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data.

These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.